

BURLINGTON NORTHERN

Frank S. Farrell
Vice President-Law

Herbert B. Krengel
General Counsel

6088-E
Curtis H. Berg
Sr. Associate General Counsel
Commerce
James R. Walker
John C. Smith
Reginald Ames
Louis A. Harris
Associate General Counsel
Harold K. Bradford, Jr.
Richard W. Wicks
Byron D. Olsen
Richard M. Gleason
Barry McGrath
Robert L. Bartholic
Assistant General Counsel

Donald C. Knickerbocker
George A. Morrison
Assistant General Counsel—Taxes

Peter M. Lee
William R. Power
James W. Becker
Nicholas P. Moros
Thomas W. Spence
Ralph S. Nelson
Attorneys

7-2154047 AUG 7 1977-11
Date
Fee \$
ICC Washington, D. C.

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

6435 July 18, 1977

Dear Sirs:

Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act are three counterparts each, Nos. 2, 3 and 4 of two Supplemental Leases of Equipment dated June 13, 1977, supplementing equipment trust leases which together with agreements constitute the equipment trusts.

A general description of the equipment covered by the enclosed supplemental leases of equipment is as follows: two (2) depressed center flat cars, Maxson Corporation, Burlington Northern Road Nos. 631020 and 631021.

The equipment trust agreements constituting the equipment trusts were recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers as follows:

Burlington Northern Inc. Equipment Trust of 1971, Series 1, recorded with the I.C.C. on March 25, 1971 and assigned Recordation No. 6088.

Burlington Northern Inc. Equipment Trust of 1971, Series 3, recorded with the I.C.C. on December 20, 1971 and assigned Recordation No. 6432.

The names and addresses of the parties to the supplemental leases of equipment supplementing the above equipment trusts are as follows:

Citibank, N.A., Trustee, Lessor, 111 Wall Street,
New York, New York 10015


Burlington Northern Inc., Lessee, 176 East Fifth
Street, St. Paul, Minnesota 55101

Office of the Secretary
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Also enclosed is a check in the amount of \$20 payable to you as Secretary of the Commission covering \$10 cost of each recording of the attached supplemental leases of equipment.

Please stamp two counterparts of each supplemental lease with the recordation data of the Commission and return them to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., 523 Pennsylvania Building, 425 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,



James W. Becker

JWB:ed

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

8/4/77

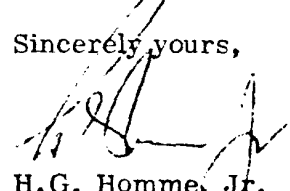
OFFICE OF THE SECRETARY

James W. Becker
James W. Becker
Burlington Northern, Inc.
176 E. Fifth St.
St. Paul, Minnesota 55101

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **8/4/77** at **11:50am** ,
and assigned recordation number(s) **6088-E & 6432-F**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

AUG 7 1977-11

BURLINGTON NORTHERN EQUIPMENT TRUST OF 1971, SERIES 1

Supplemental Lease of Equipment

AGREEMENT dated as of the 13th day of June, 1977, between CITIBANK, N.A. (formerly First National City Bank), a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of March 1, 1971, executed by Burlington Equipment Company, Vendor, Citibank, N.A., Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1971, Series 1"; and

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 1st day of March, 1971, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page three of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to ARTICLE SEVENTH of said Lease, pending replacement of such destroyed equipment, had deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee, for replacement purposes, title to one (1) depressed center flat car bearing Burlington Northern Road No. 631020 which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to ARTICLE SEVENTH of said Lease, the parties desire to subject said depressed center flat car to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of ARTICLE SEVENTH of said Lease of railroad equipment dated the 1st day of March, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company one (1) depressed center flat car bearing Burlington Northern Road No. 631020, under and subject to all the terms and conditions of said Lease of Railroad equipment dated the 1st day of March, 1971, and the Company does hereby agree to accept delivery and possession of said depressed center flat car thereunder.

2. Said car numbered 631020 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been delivered to the Company simultaneously with the execution and

delivery of said Lease, and shall be subject to all the terms and conditions of that certain Agreement dated March 1, 1971, among Burlington Equipment Company, Vendor, Citibank, N.A., Trustee, and Burlington Northern Inc., annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated March 1, 1971, the title to and ownership of said car No. 631020 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereto to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to

be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee

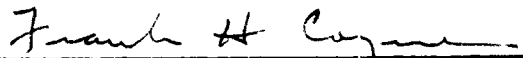

Senior Trust Officer

(SEAL)

ATTEST:


Trust Officer

BURLINGTON NORTHERN INC..


Executive Vice President-
Finance and Administration

(SEAL)

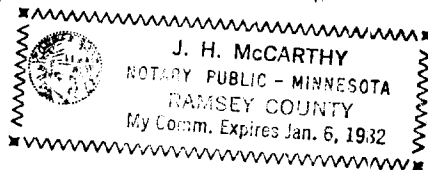
ATTEST:


Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

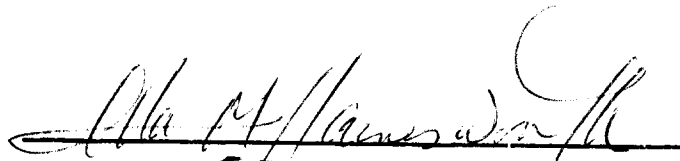
On this 13th day of June, 1977, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy



STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

On this 22nd day of June, 1977, before me personally appeared Stanley J. [illegible], to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



IDA M. HAINESWORTH
Notary Public, State of New York
No. 24 - 4646216
Qualified in Kings County
Cert. Held in New York County
Commission Expires March 30, 1979